



# EXHIBITOR AGREEMENT

Name of Exhibitor: \_\_\_\_\_

This Exhibitor Agreement ("Agreement") is made effective as of the date executed below by and between the City of Long Beach ("City") and the Exhibitor whose name, address, and telephone number appears at the end of this Agreement ("Exhibitor").

The parties agree as follows:

1. **TERM.** This Agreement shall begin on the date of execution and terminate on the event dates delineated on this Agreement.
2. **LICENSE:** This Agreement constitutes a license not a lease. City hereby grants Exhibitor the right to exhibit in accordance with the terms of this Agreement, at the Event identified on this Agreement and associated activities (the "Event"). Exhibitor's rights under this license may not be assigned nor may Exhibitor allow others to utilize all or a portion of its assigned exhibition space.
3. **SIGNAGE.** Exhibitor assigned exhibition spaces, including tents, must not have any visible signage that conflicts with any signage standards for the Event, if any, as promulgated by the City of Long Beach Office of Special Events.
4. **APPLICABLE LAWS.** Exhibitor agrees that it will comply with all laws, ordinances and regulations.
5. **INDEMNITY.** Exhibitor agrees to indemnify, defend, and hold harmless City, its departments, and their officials, employees, and agents from and against all injuries, death, losses, expenses (including reasonable attorneys fees and cost of investigation), compensation, damages, claims, demands or causes of action of any kind, including damages arising from personal injury or death and damages to real or personal property, arising in connection with this agreement or any breach thereof, or from any act or omission of Exhibitor, its employees or agents, whether or not such claim or liability is based on or alleged to be the negligence of an indemnified party (excepting only such claims or liabilities as are ultimately determined by a court to be based on the sole negligence or willful misconduct of an indemnified party). Furthermore, Exhibitor agrees that the above indemnify shall extend to all fines levied and/or penalties incurred as a result indemnified actions or lack of actions, as well as all penalties, interest, fines and damages caused by Exhibitor's actions or lack of actions.
6. **EQUIPMENT.** Exhibitor will be responsible for any loss or damage to all personal property, vehicles, equipment, and materials. .
7. **GENERAL INFORMATION.** City specifically makes no representation to Exhibitor as to the size of the crowd anticipated to attend the Event. All exhibitor areas must be kept neat and orderly at all times and supplies, etc. must be kept under cover.
8. **RISK OF LOSS OR DAMAGE.** Exhibitor assumes all risk of loss or damage to Exhibitor's supplies, equipment, fixtures and property from any cause. City expressly disclaims any responsibility for theft, damage or loss of any of Exhibitor's supplies, equipment, fixtures and property before, during or after the Event. Exhibitor is responsible for securing its exhibition space.
9. **TERMINATION.** This Agreement may be terminated by City, in its sole discretion, upon written notice to Exhibitor. City shall not be responsible for any incidental or consequential damages, lost profits or punitive damages.
10. **DEFAULT.** The occurrence of any of the following shall constitute default under the Agreement:
  - A. The sale by Exhibitor of any merchandise;
  - B. The violation of any other provision or requirement under the Agreement that is not corrected within two hours after verbal or written notice of the violation is given;
11. **RIGHTS ON DEFAULT.** If the Exhibitor is in default under the Agreement, without notice to or demand on the Exhibitor, City may terminate this Agreement.
12. **NOTICES.** All notices required or permitted under this Agreement shall be deemed delivered when delivered in person; by mail, postage prepaid, addressed to the appropriate party at the address shown for that party on the signature page hereof; or by emailing the email address set forth below.
13. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of California.
14. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether verbal or written. No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties.
15. **SEVERABILITY.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

16. **WAIVER.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

EXHIBITOR:

Name of Exhibitor: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_

Exhibit Number: \_\_\_\_\_ (TO BE INSERTED BY CITY SPECIAL EVENT STAFF ONLY)

Event Dates \_\_\_\_\_  
Event Location \_\_\_\_\_  
  
Contact Person: \_\_\_\_\_  
Contact Title \_\_\_\_\_  
Phone No. (Cell): \_\_\_\_\_  
Email Address: \_\_\_\_\_

**FOR EXHIBITOR:**

**Signature:**

Name \_\_\_\_\_  
(Printed): \_\_\_\_\_  
  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

**FOR CITY:**

**Signature:**

Name \_\_\_\_\_  
(Printed): \_\_\_\_\_  
  
Title \_\_\_\_\_  
Date: \_\_\_\_\_